

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

To: **DHX MEDIA STUDIO (VANCOUVER) LTD. ("DHX")**

Re: **MY LITTLE PONY: EQUESTRIA GIRLS DVD III", (the "Series")**

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\_\_\_\_\_ (the "**Voice Performer**") hereby agrees as follows:

1. In connection with the Voice Performer's engagement to provide certain services on the Series, the Voice Performer will be permitted access by DHX to Materials (as defined on **Schedule "A"** hereto) from the Series and the Series Information (as defined on **Schedule "A"** hereto), which are necessary for use while he/she is providing services on the Series. The Materials and the Production Information are collectively referred to as the "**Confidential Information**".
2. The Voice Performer hereby further acknowledges that the Confidential Information is highly confidential and that losses, costs and damages could result to DHX if any of the Confidential Information is disclosed to any other person or used without the permission or consent of DHX. The Voice Performer acknowledges that he/she has no rights or interest in respect of the Confidential Information.
3. The Voice Performer hereby undertakes and agrees:
  - a) To keep confidential all Confidential Information;
  - b) Not to disclose any Confidential Information to any person, except:
    - i) As required by law; or
    - ii) With the prior written consent of DHX Media Ltd;
  - c) Not to make any use of or to disclose the Confidential Information (in any manner whatsoever through agents or otherwise, including without limitation using any of the Materials for commercial or personal use on the Voice Performer's website, twitter feed, blog site or demo reel) to any person, in whole or in part, except in the proper performance of Voice Performer's responsibilities and duties to DHX whether under this agreement or otherwise or in connection with and in the manner expressly provided for in writing in respect of a performer agreement with DHX.
  - d) To discontinue such use or disclosure, and to delete and/or destroy any and all files containing the Confidential Information (whether paper or in electronic data form) that Voice Performer possesses, after termination of such agreement or the completion of Services pursuant to the performer agreement.
4. In the event of uncertainty as to whether:
  - a) any information is Confidential Information; or,
  - b) any Confidential Information is lawfully within the public domain;

such information is deemed to be Confidential Information and as such is deemed to be not within the public domain, unless advised by DHX in writing to the contrary.
5. The Voice Performer agrees and undertakes to maintain proper and secure custody of all Confidential Information and to endeavor to prevent the use of or disclosure of Confidential Information under his/her direction and control or by third parties.

6. The Voice Performer shall deliver all Confidential Information that is in physical form, including all scripts and other written material, copies of computer files to DHX at any time upon request of DHX.
7. The Voice Performer's obligations in relation to the Confidential Information shall survive after production of the Series ceases and the Voice Performer's obligations in relation to the Confidential Information shall be enforceable at any time at law or in equity and shall continue to the benefit of and be enforceable by DHX.
9. The Voice Performer agrees that notwithstanding the Voice Performer's use in connection with, and access to, the Confidential Information, such Confidential Information remains the sole property of DHX.

Acknowledged and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Signature**

## SCHEDULE "A"

1. **"Materials"** includes without limitation, scripts, designs, music, storylines, and other additional creative and financial information.
2. **"Series Information"** includes any information relating to production of the Series, including Voice Performer's role in the Series, such as research, trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, designs, characters, developmental or experimental work, computer productions, computer artwork, databases, other original works or authorship, or other subject matter pertaining to production of the Series or any information relating to DHX Media Vancouver (Studio) Ltd., DHX Media Ltd., or Hasbro Studios LLC, whether communicated in writing or orally, whether or not and is marked as "confidential" or "proprietary" or "secret" at the time of disclosure, or is unmarked (including orally disclosed information), but is treated as confidential at the time of disclosure.
3. Notwithstanding the provisions of Section 2 of this Schedule "A", Series Information does not include information that: (a) is generally known or available or becomes known or available after execution of this Agreement by publication, commercial use or otherwise through no fault of Voice Performer; (b) is known by Voice Performer at the time of disclosure and is not subject to restriction; (c) is lawfully obtained from a third party who has the right to make such disclosure; or (d) is released for publication by DHX.